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# **AGREEMENT**

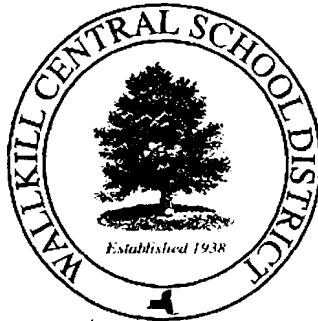
*by and between the*

**WALLKILL CENTRAL  
SCHOOL DISTRICT**

*and the*

**WALLKILL  
TEACHERS'  
ASSOCIATION**

*July 1, 2006 - June 30, 2012*





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This agreement is made and entered into on the 1<sup>st</sup> day of July, 2006 by and between the WALLKILL CENTRAL SCHOOL DISTRICT and the WALLKILL TEACHERS' ASSOCIATION. This agreement shall remain in effect until June 30, 2012.

## **RECOGNITION**

The Wallkill Central School District has recognized the Wallkill Teachers' Association as the exclusive representative of all those employees determined to be in the appropriate negotiating unit.

The appropriate negotiating unit shall, pursuant to the resolution of the Wallkill Central School District, consist of all teaching personnel including extra-curricular and co-curricular appointments of the Wallkill Central School District except the Superintendent of Schools, Assistant Superintendents, Building Principals, Assistant Building Principals, Director of Pupil Personnel, Director of Health, Physical Education and Athletics, and the Director of Guidance Services.

## **ARTICLE I - ASSOCIATION RIGHTS**

### **1.1. Meetings:**

The Association is authorized to conduct meetings on District properties, subject to District policy regarding the use of said property, except that it shall not be necessary for the Association to file an application to the Board for such use. It must, however, clear the use of any building with the

appropriate building administrator. Association business will be conducted outside the workday.

**1.2. Notices:**

The Association may place notices, circulars and other materials in teachers' mailboxes and shall also have the right to post notices for a reasonable length of time in faculty rooms and faculty dining rooms, provided the materials distributed deal with the proper and legitimate business of the Association and the material is signed, or the source of such material is identifiable. The District shall not be responsible for the contents of such material.

**1.3. School Equipment:**

The Association will be allowed to use the District's equipment for legitimate Association business during non-school hours, provided, however, that such equipment is not otherwise in use. The District will charge the Association the reasonable costs incident to such use.

**1.4. Board Proceedings:**

The School District will provide the Association with any materials which are available to it pursuant to the Freedom of Information Act.

### **1.5. Association Deductions:**

#### **1.5.1. Association Dues**

The members of the Association shall be entitled to a dues deduction procedure in which each month the District will transmit the amount deducted for disbursement to the Wallkill Teachers' Association and its affiliates. At the beginning of each month, the transmittal of funds shall be accompanied by a listing of the members for whom deductions have been made and the total amount deducted.

#### **1.5.2. Agency Fee**

The Board agrees to make an agency fee deduction for those individuals who are not members of the Association, such deduction to equal the amount deducted for those individuals who are members of the Association unless a lesser amount is established by the Association.

#### **1.5.3. VOTE-COPE Contributions**

The Board agrees to maintain VOTE-COPE contributions as payroll deduction. Teachers who wish to participate must complete a payroll deduction authorization form. Once a teacher has enrolled, he/she may change the amount of the payroll deduction at any time upon written notice to the business office. Such change shall be effected within thirty (30) days after such notification.

#### **1.5.4. NYSUT Benefit Trust**

The Board agrees to maintain NYSUT Benefit Trust as payroll deduction. Teachers who wish to participate in these plans must complete a payroll deduction authorization form. Once a teacher has enrolled, he/she may change the amount of the payroll deduction at any time upon written notice to the business office. Such change shall be effected within thirty (30) days after such notification.

#### **1.6. Professional Issues Committees:**

##### **1.6.1. District Professional Issues**

Upon the request of the Wallkill Teachers' Association, the Superintendent and/or his/her designee(s) shall meet with the authorized representatives of the Association in order to discuss matters of mutual concern. The party requesting the meeting shall give the other party at least one (1) week's notice of the item or items to be discussed. Meeting shall be limited to once a month unless both parties mutually agree to schedule additional meetings.

The Committee shall act as a screening committee for summer sabbatical applicants with institutional vote. In case of ties, and in the absence of another method for breaking a deadlock, the dispute will be submitted to expedited arbitration, pursuant to the Rules and Regulations of the American Arbitration Association (AAA).

**1.6.2. Building Professional Issues  
Committee**

Upon request of the Wallkill Teachers' Association, the Building Principal shall meet with authorized members of the Association in order to discuss matters of mutual concern. The meeting shall be held once a month and additional meetings shall be held when mutually agreed upon. Academic Intervention Services will be remanded to the Building Professional Issues Committee.

**1.7. Delegates and Conferences:**

**1.7.1. The New York State Retirement  
System Annual Meeting**

Teachers who are designated to attend the annual meeting of the New York State Retirement System shall be granted such leave with pay as is necessary to discharge their obligations as delegates to this meeting. Such leave shall not be charged against paid absence days.

**1.7.2. New York State United Teachers'  
Conference**

The President of the W.T.A. or his/her designee may attend one (1) NYSUT Conference. The Association agrees to reimburse the District for the expense of the substitute in lieu of the days being charged as paid leave.

### **1.7.3. Association Leave Days**

In addition to the allotment of days provided for in “1.7.1” and “1.7.2” above, the Association President shall be entitled to designate seven (7) Association days during the school year during which the President or his or her designee(s) will be relieved of all duties and assignments in order to pursue the professional business of the Association. The cost of the substitute teacher, if any, shall be borne by the Association.

### **1.8. Superintendent’s Conference/Staff Development Day:**

The Superintendent may, in his/her discretion, schedule conference day(s). Teachers may make recommendations for the agenda for such day(s).

The District will meet with the Professional Development Committee to plan the agenda for Staff Development Day. The teachers on this committee will be chosen jointly.

### **1.9. Release Time for Association President and Vice-Presidents:**

The President and Vice Presidents of the Wallkill Teachers’ Association shall be granted one (1) period of consecutive minutes equal to one secondary instructional period per day for the purpose of conducting Association business. This shall be done during their supervisory period.

All Vice-Presidents shall continue to be relieved from all supervisory duties. In addition, the President shall have a maximum of four student contact periods per day. At the elementary level, the President, in addition to being relieved during his/her class' special assignments, shall also be relieved from student contact for an additional 40 minutes.

The parties understand that, should the President be assigned K-6 in a school where the schedule does not permit this additional 40 minute release, they will meet to determine the best way to provide release time to the President. If they are unable to resolve any such dispute, Howard Edelman shall retain jurisdiction.

It is specifically agreed that the current schedule of the President permits this additional 40 minutes of release time.

## **ARTICLE II - ACADEMIC FREEDOM**

### **2.1. Rights:**

No teacher will be penalized in any way for personal, political or philosophical beliefs or opinions as long as these beliefs and/or opinions do not interfere with teacher work performance.

A teacher shall have the right to use any means that is generally accepted by the education profession in accomplishing the written goals of the syllabus or curriculum or daily lesson plan unless otherwise directed in writing and alternative methods and



lesson plans are provided following a conference to discuss the teacher's methodology.

A teacher is entitled to full freedom within the law of inquiry and research and in the publication of the results when student participation is not required and subject to the adequate performance of his/her academic duties.

**2.2. Discipline:**

No teacher or class is ever required to tolerate any act of gross misconduct, including flagrant discourtesy, abusive and vile language, acts of violence and deliberate insubordination. Disruptive students who behave in a manner as outlined above may be temporarily removed from the class by the teacher until such time as the teacher and an administrator or parent have discussed the problem and a course of action determined.

**ARTICLE III - EMPLOYMENT**

**3.1. Tenure Status/Notification:**

Teachers will be notified of their tenure status no later than sixty (60) days prior to the end of their probationary appointment, or between March 15th and April 1st if employment started at the beginning of the school year, i.e., September 1<sup>st</sup>.

### 3.2. **Excessing:**

3.2.1. Teachers shall be properly excessed in accordance with the State Education Law and shall be given at least thirty (30) days prior notice thereof.

3.2.2. Any bargaining unit members placed on a preferred eligibility list shall receive first priority for per diem substitute positions in the District.

3.2.3. If there is a reduction in the number of staff positions, the District will make every reasonable effort to meet such reduction by attrition or by reassigning an employee to fill a vacant position for which he or she is certified and qualified. The determination as to whether the teacher is qualified shall be made by the Board, subject only to a challenge that such determination was arbitrary or capricious.

3.2.4. Excessing shall normally be done at the end of a school year.

3.2.5. Prior to adopting any resolution to terminate the employment of any employee pursuant to this provision, the District will give the Association notice, in writing, that such a resolution will be voted upon by the Board, and afford the Association an opportunity to present its views with respect to such proposed determination in advance of such time that such proposal is to be voted on. The Board shall then consider and respond to such proposals.

3.2.6. Any teacher excessed in a staff reduction who is certified in a second area shall be granted any such vacancy. The teacher will commence a new probationary period within the second assignment. In the event that the original position is reopened by the District subsequent to the assignment to the second area, the teacher will have the right to return to the original area. Teachers shall retain preferred eligibility list rights pursuant to law.

**3.3. Posting of Vacancies and Extra Pay Positions:**

**3.3.1. Posting of Vacancies**

From time to time during each school year, and no less than twice each semester, the Superintendent of Schools shall have posted on all faculty bulletin boards in all school buildings a list of the known vacancies for the then current and the following school year, including but not limited to, teacher, promotional, extra pay, co-curricular and extra-curricular positions. Said notices shall clearly set forth a description of and the qualifications for the position including the duties and salary.

Such notices shall be posted as far in advance as practicable, ordinarily at least fifteen (15) days before the final date when applications must be submitted and in no event less than ten (10) days before such date. In the case of vacancies occurring during the summer vacation, the notice thereof shall be posted in the administration offices of the Wallkill Central School District and a copy thereof shall be sent to the Association and to each individual teacher

previously registering with the District in the manner provided for such openings. Such lists of vacancies shall include all vacancies of any type whatsoever occurring with the employer-employee negotiating unit represented by the Association.

### **3.3.2. Application for Vacancies**

Any teachers who desire to apply for any such vacancy shall submit their applications in writing to the Superintendent of Schools within the time limit specified.

Unsuccessful applicants who are existing employees of the District in the negotiating unit represented by the Association shall, upon request, be furnished with a written explanation as to why they did not receive the appointment to such vacancy.

### **3.3.3. New Positions**

The provisions hereof shall apply to new positions created within the school system as well as vacancies occurring in existing positions.

### **3.3.4. Notification of Vacancies**

The Association shall be given seven days prior notification of any vacancy.

Posting shall take place in accordance with the terms of this Article.

### **3.3.5. Qualifications for Assignment**

All appointments and assignments to any and all vacancies shall be based on qualifications, experience and seniority. The Board's determination as to qualifications shall be binding, except that it may not be arbitrary or capricious.

Preference shall be given to current employees in the bargaining unit.

Unsuccessful applicants may request a written explanation as to why they did not receive the vacancy.

### **3.4. Employment Transfers:**

3.4.1. Personnel may request a transfer at any time. Such requests will remain in effect until the following August. As soon as practicable, each applicant shall be notified who was appointed to the position.

#### **3.4.2. Involuntary Transfers**

3.4.2.1. When involuntary transfers are necessary, a teacher's area of competence, major and minor field of study, quality of teaching performance and length of service in the District shall be considered. The District's determination as to the need for involuntary transfers and the quality of teaching performance of the potential transferees shall be final and binding except that the Board's decision may be challenged as being arbitrary or

capricious or because the involuntary transfer was made for disciplinary purposes.

3.4.2.2. Teachers will be informed, in writing, as soon as any transfer is determined to be necessary. Advance notice of any probable transfer commencing at the beginning of the following school year shall be given no later than June 1st, where practicable. Advance notice of probable involuntary transfers which may occur during the school year shall be given six (6) weeks in advance of the transfer, where practicable. Involuntary transfers shall be made only after a meeting with the affected teacher; at which time, the teacher will be notified of the reasons for the proposed transfer and be given an opportunity to respond to the District's reasons.

### **3.5. Physical Examinations:**

Physical examinations and/or tests required by the Board of Education shall be conducted by the school physician. Should a teacher desire that it be conducted by his/her own physician, the cost, not to exceed the usual, reasonable and customary amount as defined by the current Health Plan shall be borne by the Board after claims submission by the employee.

### **3.6. Notification of Assignments:**

Returning teachers will be notified of their tentative assignments and duties for the next school year prior to June 1st of each school year.

### **3.7. Summer School:**

Teachers presently employed in the District who apply for a summer school position, if found qualified by the District, shall be appointed. Such appointments shall be on an annual basis.

### **3.8. Co-Curricular/Extra-Curricular:**

3.8.1. Salaries for all new Co-Curricular/Extra Curricular positions shall be mutually agreed upon.

3.8.2. All Co-Curricular/Extra-Curricular positions will be posted as needed. Those positions where an incumbent is not reapplying will be indicated by asterisk.

3.8.3. Coaches and advisors shall be notified at the end of the season or by June 1st (if position is full year) by the appropriate administrator if the coach or advisor is not going to be recommended for reappointment the following year.

### **3.9. Professional Development:**

All unit members will be required to complete five additional hours of professional development during each year of the agreement beyond current requirements. The times and dates of the

professional development will be scheduled by the administration in consultation with the Association.

**3.10. Mentoring:**

The District shall implement a Mentoring Program that is aligned with the Mentor Teacher/ Mentee Program plan developed jointly by the District and the Wallkill Teachers' Association – See Appendix "A".

**ARTICLE IV - TEACHING LOADS  
AND ASSIGNMENTS**

**4.1. Work Year:**

4.1.1. The teacher work year shall consist of one hundred eighty (180) days of instruction plus three (3) additional days to be designated by the Administration, commencing no earlier than the day after Labor Day and ending no later than June 30th. Any day that a teacher is required to report for work will be considered a full day. When adopted, the school calendar covering the years of this agreement will be attached as appendices to this agreement.

4.1.2. Unused snow days shall be added to the Memorial Day weekend. If mutually agreed upon, the District may add unused snow days to the Spring recess.

4.1.3. In exchange for two (2) District-wide Evening Parent Conferences, the day before Thanksgiving Day will be a half-day. Subject to the use of emergency snow days, the day following a



District-wide evening parent conference will be a Superintendent's conference day. The date and format and need of the evening conferences and the Superintendent's conference days will be determined by the District and the Association.

**4.2. Workday:**

**4.2.1. Elementary School Workday**

4.2.1.1. The length of the workday at the elementary schools shall be no more than seven (7) hours and shall begin no later than 8:45 a.m. Children shall be dismissed to the lunchroom at 3:20 p.m. Teachers shall have no further obligation regarding bus dismissal other than in the case of an emergency, or unusual weather conditions or except up to the end of the first full week of school.

4.2.1.2. All elementary teachers not assigned to a K-6 classroom will be given an A.M. or P.M. supervisory duty, but may be excused as needed by the building administrator for job-related professional responsibilities.

4.2.1.3. Provided that the provisions of Commissioner's Regulations § 175.5 are complied with, teachers will be granted four (4) half days during the last week of school in order to complete end of the year professional responsibilities provided that school has been in session for the minimum of 180 days required under the law. If school must be continued to satisfy the 180 day requirement, then

any number of the four (4) half days may be scheduled during the preceding week.

4.2.1.4. Teachers in the Elementary Grades on regular session will be guaranteed a minimum of one hundred fifty (150) minutes each week for the purposes of planning and preparation. The Administration will attempt to provide a planning period each day for Elementary teachers in addition to lunch. Planning time shall occur during the instructional school day and shall be duty-free. Implementation of the above provisions shall not result in any lengthening of the school day. Teachers will be provided with at least thirty (30) minutes duty-free lunch per day.

Prep time for all elementary teachers will increase to a minimum of forty minutes per day when the sixth grade moves to the elementary schools. This shall in no way reduce the instructional program currently being offered in art, music, or physical education, i.e. total minutes of instruction per week.

Elementary teachers will be scheduled for a prep period at the end of the day if appointed to an extra-curricular/co-curricular assignment.

4.2.1.5. Special teachers (i.e., Art, Music, Physical Education) shall be given a preparation period of thirty (30) consecutive minutes during the instructional day. Elementary special teachers shall have at least five (5) minutes between classes or periods.

#### **4.2.2. Secondary Workday**

The length of the workday at the Middle School and High School shall be no more than seven (7) hours and shall begin no earlier than 7:30 a.m. or no later than 8:00 a.m..

#### **4.2.3. Flexible Workday**

The District will implement a flexible work day schedule as necessary after consultation with the Association. Unit members may volunteer for the flexible work day schedule; however, no existing unit member will be involuntarily assigned a flexible work day schedule. The District will post a flexible work day schedule as a new position.

#### **4.2.4. Miscellaneous**

4.2.4.1. The teachers' workday shall end immediately after the buses have departed on any day preceding a holiday or on a day when school is closed early due to an emergency situation.

4.2.4.2. Teachers shall have access to buildings one half hour before the school day begins.

4.2.4.3. Teachers shall be given at least forty-eight (48) hours notice of any meeting at which their attendance is mandatory unless an emergency situation arises which needs immediate action and cannot be postponed.

4.2.4.4. The Building Principal will arrange for classroom coverage in cases of a personal emergency of a short duration.

**4.3. Non-Teaching Duties:**

4.3.1. Collection of lunch monies or monies for any parent-teacher organization shall not be required.

4.3.2. Representatives of the District and the Association will create a mutually agreeable list of activities for which teachers will volunteer or be assigned. Full Time Teachers may not be assigned to more than two (2) activities per school year if they do not volunteer. Procedures and guidelines for attendance at an activity will be mutually developed by the parties' representatives. There shall be no additional compensation for a teacher's attendance at these activities.

**4.4. Secondary Teacher Load (Grades 7-12):**

4.4.1. The number of weekly periods of classroom instruction for teachers in grades 7-12 shall not exceed twenty-five (25) with a period being defined to be not more than forty-five (45) minutes in length.

4.4.2. The District shall have the right to assign a sixth (6<sup>th</sup>) instructional period as follows:

4.4.3. No teacher will be dismissed as a result of the implementation of a sixth period.

4.4.4. No teacher will teach any class outside of his/her teaching area.

4.4.5. Probationary teachers will not be assigned a sixth assignment. In departments without tenured teachers, a probationary teacher may be assigned a sixth assignment upon mutual agreement of the parties. The association will not unreasonably withhold approval for such assignment.

4.4.6. If a teacher assumes or is assigned such sixth instructional period, there will be no scheduled assignment of any and all supervisory duties.

4.4.7. The assignment of a sixth (6<sup>th</sup>) instructional period shall be rotated within the affected departments by inverse order of seniority. However, volunteers will be selected based upon seniority. No teacher may be assigned two (2) consecutive sixth (6<sup>th</sup>) assignments.

4.4.8. Two consecutive classes of science laboratory instruction shall be considered a single period of classroom instruction. Any split laboratory classes, e.g., not back to back, shall each be considered a single period of classroom instruction.

4.4.9. The District shall have the right to solicit an unlimited number of volunteers to teach a sixth (6<sup>th</sup>) period.

4.4.10. The District shall also have the right to assign up to five (5) teachers per year to a sixth assignment but shall be limited to one teacher per department.

4.4.11. Teachers in 4.4.9. and/or 4.4.10. shall be compensated at the yearly rate of five thousand dollars (\$5,000) per period for 2006-2007; \$5,175 for 2007-2008; \$5,361 for 2008-2009, \$5,559 for 2009-2010; \$5,770 for 2010-2011; and \$5,995 for 2011-2012.

4.4.12. The maximum student load for a teacher assigned or volunteering for a sixth assignment in English, Math, Science, Social Studies and Foreign Language will be no more than one hundred thirty-nine (139) students.

4.4.13. Teachers of Special Education may be assigned six (6) instructional periods if their student load is kept below sixty (60); however, they will not be entitled to the stipend set forth in 4.4.11 unless their class load exceeds seventy-five (75) students per day. The District will make every effort to balance class loads and class sizes.

4.4.14. If necessary, teachers not specified in 4.4.12. may be assigned a sixth instructional period, if their student load is kept below one hundred twenty-five (125); they will not be entitled to the stipend as set forth in 4.4.11. unless their student load exceeds the maximum of one hundred twenty-four (124) students.

4.4.15. Music teachers will have a maximum of five (5) instructional periods per day. If a music teacher has a sixth instructional period for the purpose of conducting lessons, such assignment will

be at the teacher's option, but such teacher will not be entitled to the stipend set forth in 4.4.11. If the teacher has only five (5) instructional periods, he/she will be assigned a supervisory duty.

4.4.16. Student loads in excess of the maximum set forth in 4.4.12, .13 and .14 will be compensated on a per student basis beyond the stipend amount. In the case of a teacher not entitled to the stipend in 4.11 and his/her class load exceeds the maximum limit, that teacher will be compensated on a pro-rated basis to the maximum amount set forth in 4.11.

#### **4.5. Cafeteria Duty:**

4.5.1. All secondary teachers teaching in regular classroom assignments, excluding psychologists, nurse teacher, guidance counselors and driver education teachers, and those medically disabled, shall be assigned to cafeteria duty on a rotating basis except as otherwise provided in this contract.

4.5.2. No teacher, other than those exempted above, shall be assigned cafeteria duty a second time until all other teachers have been assigned. In no event shall any teacher assigned in one academic year be assigned in the next succeeding year. Any teacher who has had cafeteria duty shall not be assigned it again until all eligible teachers as defined above have been assigned.

#### **4.6. Student Help:**

Teachers will assist students requesting help at a mutually agreed upon time.

#### **4.7. Lunch and Preparation:**

Teachers of grades 7 - 12 and 6th grade teachers assigned to the Middle School:

4.7.1. Sixth grade teachers assigned to the Middle School shall have one (1) preparation period a day and in addition will be provided with at least thirty (30) minutes duty-free lunch per day. Classes are self-contained unless the teacher chooses to team teach.

4.7.2. Teachers of grades 7 - 12 shall have one (1) preparation period daily if the school is on an eight (8) period schedule and two (2) preparation periods daily if the school is on a nine (9) period schedule. In addition, teachers will be provided with at least thirty (30) minutes of duty free lunch daily.

If the school is on a nine (9) period schedule, one (1) of the preparation periods will be a professional period used for: a) the assistance to a pool of identified students if those students or a teacher requests the help, provided it is within the teacher's tenure or certification area; b) parental conferences; and c) meeting with administration regarding curriculum matter. Professional periods



will be posted by teachers in their classroom(s) for student/parental utilization.

Teachers shall be required by no later than the first school week to notify the high school and middle school principals of their specific location during their professional period. Teachers are required to be in that location during posted office hours. Should a teacher decide to be in a different location on a given day, he or she is required to notify the high school or middle school principal in advance and post the change on the office door.

#### **4.8. Class Size:**

4.8.1. The School District agrees to continue its efforts to seek class sizes which would achieve maximum teacher effectiveness.

<u>Range</u>	
Pre First	15
Kindergarten and First Grade	23
Second through Sixth Grade	28
Secondary Schools:	
Academic Subjects	28
Technology	20
Art	23
Vocational Education	23
Physical Education	37
Science Labs	23

Large group instruction assignments in the High School shall not exceed fifty (50) in the enrollment.

4.8.2. Elementary teachers, whose classes exceed the range by four (4) students, will be provided with an aide who will not be removed until the number of students drops to one above the range.

**4.9. Telephone:**

Teachers who must telephone parents or conduct school related business by phone will be provided access to a telephone which will afford privacy from students, parents and visitors.

**4.10. Inter-School Conference Program:**

The District shall implement a program of inter-school conferences to provide the staff with an opportunity to confer on grade and inter-level problems.

**4.11. Environment:**

The District shall provide teaching/learning facilities which will insure that health standards required by the Department of Health and/or appropriate Education Department Regulations are met.

**4.12. Lunchrooms:**

Faculty members in each building shall be provided a lunchroom separate from the student cafeteria.

#### **4.13. Teacher Protection:**

If a teacher is assaulted by a student, the school attorney shall advise the teacher of his/her rights upon request. The save-harmless provision of Education Law shall apply if such assault on a teacher results in loss of time. The teacher shall be paid in full for such loss of time for a period of six (6) months following the assault. Such paid absence shall not be deducted from any sick leave to which such teacher is entitled under this agreement. Workers' Compensation, if any, shall be payable to the School District. Any question concerning incapacitation shall be determined by the school physician.

### **ARTICLE V - TEACHER OBSERVATION AND EVALUATION**

5.1. All observations of the work performance of a teacher shall be conducted openly by certified administrative personnel.

5.2. Under no circumstances shall members of the Wallkill Teachers' Association bargaining unit observe, evaluate or prepare evaluation reports for any unit members.

5.3. All formal classroom observations of the work performance of a teacher shall be conducted openly.

5.4. Each probationary teacher shall receive each school year a minimum of two (2) formal classroom

observations, for the purpose of evaluations and improvement. Said observations shall be conducted by a certified administrator. Any formal classroom observation which will result in a written observation report shall be at least twenty (20) minutes in duration.

5.5. Any teacher may request one (1) formal classroom observation per year.

5.6. In the event the administrator renders a written observation report, he shall first confer with the teacher involved in order to ascertain factors relevant to such report. All such conferences will be held in private within ten (10) working days of the observation.

5.7. If an observation report indicates that a teacher needs improvement in a particular area, the administrator shall have the responsibility to make specific recommendations in writing to the teacher. Such recommendations shall be part of the written observation report which is placed in the teacher's personnel file. The subsequent formal classroom observation will consider and evaluate the improvement in the specified areas.

5.8. Teachers will be given a personal copy of any written observation report within fifteen (15) school days of an observation, and will be required to sign the office copy. Such signature merely signifies that the teacher has examined the materials and shall not

be deemed to be an admission to or to signify agreement with any matter contained therein.

5.9. The rated teacher has the right to write a response within fifteen (15) school days after receipt of the observation report, to be included with the report to go into the file.

5.10. No action based on competence shall be taken against any probationary teacher unless three (3) formal classroom observations have been completed during that school year.

5.11. Summative evaluations shall be based upon that school year's written observations and current materials contained in the teacher's personnel file. All procedures, time limits, etc. as contained in this article shall apply.

5.12. Evidence of unsatisfactory performance which an administrator has determined will require disciplinary action shall be brought to the attention of the employee within fifteen (15) school days of the time the administration has evidence of such unsatisfactory performance.

5.13. Annual Professional Performance Review: The District and the Association have established the following procedure for the Annual Professional Performance Review (See Appendix B).

## **ARTICLE VI - TEACHER PERSONNEL FILE**

6.1. There shall be an official District Teacher Personnel file maintained in the Central Office. Teachers shall have the right, upon request, to review the contents of their file excluding confidential references pertaining to hiring or promotion. A teacher shall be entitled to have a personally selected representative accompany him/her during such review.

6.2. Teacher files shall contain routine financial information and documented, substantiated matters which relate to the job performance of a teacher. Hearsay matters shall not be placed in this file.

6.3. No material except confidential references pertaining to promotion shall be filed unless the teacher has had an opportunity to examine the material. The teacher shall be given an opportunity to affix his/her signature to the actual copy to be kept with the understanding that such signature merely signifies that he/she has examined the materials. Such signature does not necessarily indicate agreement with its content. The teacher shall have the right to reply in writing to any material placed in the personnel file. The reply shall be attached to the material and filed in the official District personnel file. While the failure to reply shall not be construed as a waiver of a defense in any case, teachers shall ordinarily be expected to

reply in ten (10) days of the placement of any unusual material in a file.

6.4. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material excluding confidential references pertaining to hiring or promotion.

## **ARTICLE VII - LEAVES OF ABSENCE**

### **7.1. Child Rearing Leave:**

Unpaid child rearing leaves will be granted to teachers upon the following conditions:

7.1.1. The teacher requesting a child rearing leave shall give the Superintendent of Schools at least sixty (60) days advance written notice of such intent. Said written notice shall include the approximate date of termination of the leave, which shall be coincidental with applicable semester breaks.

7.1.2. A teacher may apply for a child rearing leave for a duration not to exceed twenty-four (24) months. The teacher may request a leave of less than twenty-four (24) months. In either event, such leaves are subject to Board approval and must conform with the termination dates per 7.1.1. above. If a teacher wishes to return from leave, prior to the scheduled end of such leave, he/she must make such a request in writing to the Superintendent of Schools. The Board may grant such a request based upon staffing needs and the availability of a position. A teacher returning from a child rearing leave must work for a full school year before he/she would be entitled to apply for another child rearing leave.

7.1.3. Upon written application to the Board at least sixty (60) days prior to the termination of the original request, an extension for one or two semesters may be granted.

7.1.4. Should a pregnancy be terminated prior to birth, the teacher may, upon sixty (60) days written notice, request termination of the child rearing leave and return to duty to commence at the beginning of the next succeeding semester after receipt of the aforementioned notice from the teacher. The District may require the teacher to present a doctor's certificate stating that she is physically fit to resume her full responsibilities.

7.1.5. Pregnancy or maternity shall be considered as qualification for sick leave as otherwise provided for in this agreement, upon certification from the teacher's doctor, or, at the District's option, a physician designated by the District. However, no person on maternity leave shall be entitled to use accumulated sick leave.

## **7.2. Leaves of Absence:**

7.2.1. Teachers may apply for "leaves of absence" in circumstances not covered under provisions of this article.

7.2.2. The Board of Education shall consider each request for a leave of absence on the merits of the case and should it decide to grant the leave of absence, shall determine the termination date and the compensation, if any, during such leave.



7.2.3. Leaves of absence for more than three-quarters of the school year shall prevent a teacher from advancing one step on the salary schedule for the following year.

7.2.4. A leave of absence shall be granted for a specified period of time. Any person on leave of absence must notify the Superintendent of Schools prior to May 1<sup>st</sup> that he/she wishes to return to duty the following September.

7.2.5. Teachers on approved leaves of absence without pay, shall be permitted to continue coverage of all health insurance benefits, the cost of which shall be borne by the teacher.

## **ARTICLE VIII - GRIEVANCE PROCEDURE**

8.1. **Definition:** A grievance is a claim by any teacher or group of teachers or the Association that the contract or any existing term or condition of employment has been violated, misinterpreted or misapplied.

### **8.2. Stages of Grievance Procedure:**

8.2.1. **Informal Stage** A grievant may informally discuss any alleged grievance with his/her principal. The principal shall give the employee a written answer within four (4) school days, a copy of which shall be given to the Association. The principal's response shall only accept or reject the grievance and need not provide a reason for his/her response. If the matter is not resolved at the informal

stage, or failing a response by the principal within seven (7) school days, the grievant may proceed to the formal stage.

8.2.2. **Formal Stage One** If the grievance is not resolved in the informal stage above, the Association may within ten (10) school days submit the grievance in writing to the Superintendent of Schools. Such grievance must specify the contract section alleged to have been violated, the nature of the grievance, and the remedy sought. The Superintendent shall furnish the Association and the employee with his decision, in writing, within ten (10) school days after his receipt of the grievance.

8.2.3. **Arbitration/Board of Education**  
**Stage - (Formal Stage Two)**

8.2.3.1. If a grievance is unresolved at Formal Stage One, the Association may submit the grievance to arbitration by filing with the Superintendent, a notice of intent to arbitrate at any time within ten (10) school days from the date of the Superintendent's decision, or from the date such decision is due, whichever is earlier.

8.2.3.2. Both the Board of Education and the Association shall have a right to request a hearing of the grievance prior to arbitration. Requests for such a hearing shall be made within five (5) school days after the intent to arbitrate is filed. Such hearing will be held by the Board of Education or a subcommittee thereof at its next regularly scheduled Board meeting in executive session. The Board of

Education shall then render its decision in writing within five (5) school days of the hearing.

**8.2.4. Formal Stage Three**

8.2.4.1. If either the Board of Education or the Association elects to proceed to a Board hearing rather than directly to arbitration, and if the decision of the Board of Education is not satisfactory to the employee or the Association, the Association may submit the grievance to arbitration.

8.2.4.2. Mr. Howard Edelman shall be the sole arbitrator except in cases where he either declines to hear a matter or is unavailable. In the event that the contract arbitrator declines or is unavailable to hear a dispute the parties shall have five days within which to agree upon an alternate arbitrator. If no such agreement can be made the matter shall be referred to the American Arbitration Association for designation. In either case, the Voluntary Labor Arbitration Rules of the American Arbitration Association shall be used.

8.2.4.3. Failing a hearing before the Board of Education on the grievance, the Demand for Arbitration must be filed within ten (10) school days after the intent to arbitrate has been filed with the Superintendent of Schools.

#### **8.2.5. Formal Stage Four – Arbitration**

8.2.5.1. A Demand for Arbitration may only be filed by the Association.

8.2.5.2. Costs for the American Arbitration Association and the arbitrator shall be borne equally by the parties.

#### **8.2.6. Authority of the Arbitrator**

8.2.6.1. The arbitrator shall be limited to the interpretation of the provisions the Agreement with respect to the grievance as submitted.

8.2.6.2. The decision of the arbitrator shall be final and binding on both parties.

#### **8.2.7. Time Limits**

A grievance must be submitted at the first applicable stage of the grievance procedure within thirty (30) calendar days from the time the grievant or the Association knew or should have known of the act or condition upon which the grievance is based.

#### **8.2.8. General Principles**

8.2.8.1. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly to the Superintendent at Formal Stage One within the thirty (30) day time limit as per Stage One.

8.2.8.2. The preparation and processing of grievances at all Stages shall, insofar as practicable, be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

8.2.8.3. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

8.2.8.4. The aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him/her and to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

8.2.8.5. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

8.2.8.6. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance formally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement. In the

event that any grievance is adjusted without formal determination, pursuant to this procedure, which such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties of this agreement in future proceedings.

8.2.8.7. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

8.2.8.8. In the event a grievance is filed on or after June 1 upon a request by, or on behalf of the aggrieved party, the time limits set forth herein shall be construed as calendar days rather than working days so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.

## **ARTICLE IX - EMPLOYEE BENEFITS**

### **9.1. Paid Absences:**

9.1.1. Teachers will be provided with fifteen (15) paid absence days per school year at the beginning of the school year. Teachers who are hired subsequent to the beginning of the school year will be provided

with a pro-rata number of paid absence days at the rate of one and one-half (1-1/2) days per month. Upon return from said absence, teachers shall sign an absence form. (Attached as Appendix "C"). Teachers who terminate their employment prior to the end of the school year will have their paid absences pro-rated at one and one-half (1-1/2) days per month based upon the number of months worked. If such a teacher has used more than their prorated entitlement, any days used in excess of that entitlement will be deducted from the teacher's last pay check.

9.1.2. For the 2006-2007 school year, the maximum number of sick days an eligible unit member may buy-out upon retirement shall be 260 days; and an additional seven days (267), effective July 1, 2007; and an additional seven days (274), effective July 1, 2008; and an additional seven days (281), effective July 1, 2009; and an additional seven days (288), effective July 1, 2010; and an additional seven days (295), effective July 1, 2011. The sick day buy-out upon retirement shall be an Employer Non-Elective Contribution to the 403(b) account of the employee.

9.1.2.1. **Exchange Option** Any unit member in his/her year of retirement may transfer sick days, in excess of the maximum sick day accumulation allowed, to the sick bank.

9.1.3. All currently accumulated days shall be retained by the teacher.

9.1.4. Notification of absence may be made by telephone but must be made early enough for the District to obtain a substitute.

9.1.5. Any tenured teacher who has used up his/her accumulation shall receive the difference between his/her daily salary computed at 1/200th of his/her annual salary and the salary of his/her substitute for one (1) year. Any days taken from the sick bank shall not be duplicated for payment under this provision.

9.1.6. The number of accumulated days that a teacher has earned will be reported on his/her paycheck.

9.1.7. Use of accumulated leave will be limited to personal illness or death in the immediate family. The immediate family is defined as parent or legal guardian, husband, wife, children, brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren, parents of spouse, or any relative residing in the personal household of the teacher. No more than five (5) days of unused sick leave in any year may be carried over for use for family sickness emergencies in the following year. If not used in that year, that unused time shall be placed in the teachers accumulated sick leave bank and may thereafter be only used for personal illness.

9.1.8. Paid absences shall not be used to extend a vacation. Any teacher who uses a paid absence



day to extend a vacation shall lose one day's pay for such absence if for personal business. The maximum days docked shall be two (2) days. However, the teacher shall not have a paid absence day deducted from his/her total paid absence total for that year.

**9.2. Special Paid Absences:**

9.2.1. **Religious** - A teacher shall be entitled to not more than three (3) days absence, if required, for religious observance based on the religious tenets of the employee.

9.2.2. **Conference Days** - A teacher may apply to the Building Principal for permission to attend a conference or a visiting day and if same is granted, such time will not be deducted from his/her paid absence days. The Board encourages attendance at professional conferences and, if necessary, a teacher may utilize his/her paid absence day for such a purpose.

**9.3. Non-Paid Absences:**

9.3.1. **Emergency Leave** - Emergency Leave may be granted by the Superintendent to a teacher for circumstances not covered in the appropriate clauses of this contract and shall be granted without pay.

**9.4. Procedures:**

9.4.1. All paid absences will be a full day.

9.4.2. Full pay, consisting of 1/200th of the annual salary, shall be deducted for each day of absence for reasons not specifically covered in the contract. The “workdays” as used above is defined as any scheduled day appearing in the school calendar, including the teacher’s conference and examination period.

9.4.3. Save harmless: A teacher returning from a leave of absence shall retain all former leave days accumulated prior to the leave of absence, his/her same or comparable position, full credit for years of teaching service prior to the leave and tenure status.

**9.5. Summer Sabbaticals:**

9.5.1. Stipends of one thousand (\$1,000) dollars each will be granted to four (4) recommended teachers each year. Final payment will be made upon submission of the completed project.

9.5.2. Teachers wishing to apply for a stipend must submit an application no later than January 15 of the year during which said stipend is to be used.

9.5.3. The Professional Issues Committee is designated as the screening body to recommend the approved recipients to the Board.

9.5.4. The following criteria will be used for granting the stipend:

9.5.4.1. A minimum of three (3) years service in the Wallkill Central School District.

9.5.4.2. Applicability of study program to the teaching assignments of the recipient.

9.5.4.3. Needs of the District.

9.5.4.4. Service in the District.

9.5.4.5. And other criteria established by the Professional Issues Committee.

9.5.5. The Professional Issues Committee will develop procedures, applications and instructions for distribution to the teachers in order to implement the Summer Sabbatical program.

9.5.6. The recipient of the Summer Sabbatical shall return to the District for a period of two (2) school years.

**9.6. Payroll Savings:**

9.6.1. A teacher may request a portion of his/her salary to be deposited in a special interest account in his/her name at the Wallkill Valley Federal Savings and Loan in Wallkill and/or to have a portion of his/her salary deposited in the appropriate credit union. The District will deduct the amount of money specified by the teacher and transmit it directly to said credit union and/or the bank.

9.6.2. Teachers who wish to participate in these plans must complete a payroll deduction authorization form. Once a teacher has enrolled, he/

she may change the amount of the payroll deduction at any time upon written notice to the business office. Such change shall be effected within thirty (30) days after such notification.

**9.7. Sick Leave Bank:**

A Sick Leave Bank shall be created into which each teacher may contribute one (1) day. Each teacher participating shall waive the right to use the day otherwise. Use of the days shall be regulated by a joint committee of equal numbers of teachers and administrators totaling six (6) members. The bank shall renew upon exhaustion.

**9.8. Health Insurance:**

9.8.1. The District shall participate in the DEHIC Health Insurance Consortium PPO Alternative Plan. In the event that the Dutchess Employees Health Insurance Consortium creates an additional alternative plan at a lower price, the District shall be free to elect that plan or any DEHIC approved successor provided that the benefits are generally equivalent. Effective July 1, 2006, the District shall pay 93% of the cost of individual coverage and 93% of the cost of family coverage. Effective July 1, 2008, the District shall pay 90% of the cost of individual coverage and 90% of the cost of family coverage.

The District shall pay 95% of the individual or 75% of the difference between the cost of the individual and family coverage for the benefits of

the DEHIC plan for teachers retiring after December 1, 1998.

9.8.2. Persons electing one of the alternate health plans will have an equal dollar amount paid toward the premium of that coverage.

9.8.3. Health Insurance Coverage shall be extended to Domestic Partners subject to the limitations and restrictions and eligibility requirements provided by the Dutchess Educational Health Insurance Consortium. Eligible bargaining unit members are solely responsible for any taxable event.

9.8.4. **Insurance Buyout**

There will be a mandatory health insurance buyout for a) spouses covered by the Wallkill Central School District; and b) spouses covered by DEHIC health insurance in another district. For spouses already employed by the District, these monies shall be paid no later than September 8, 1995. For all other employees, these monies shall be paid no later than the second payroll following initial employment.

The District and the WTA will explore alternative Health insurance options. If either party requests withdrawal from the DEHIC plan and/or HMO options in order to provide alternative health insurance options, the District will meet with the WTA to review the alternative health insurance option provided the benefits are generally equivalent.

9.8.5. Members of the bargaining unit who withdraw from the District's health insurance plan shall receive, provided they remain uncovered under such plan for a period of twelve (12) consecutive months, the following amounts: for the 2006-2007 school year, \$2,800 for family coverage and \$1,650 for individual coverage; for the 2007-2008 school year, \$2,898 for family coverage and \$1,708 for individual coverage; for the 2008-2009 school year, \$3,002 for family coverage and \$1,769 for individual coverage; for the 2009-2010 school year, \$3,113 for family coverage and \$1,834 for individual coverage; and for 2010-2011 school year, \$3,231 for family coverage and \$1,904 for individual coverage; and for the 2011-2012 school year, \$3,357 for family coverage and \$1,978 for individual coverage.

Such payments shall be made at the end of each twelve (12) month period. Nothing contained herein shall preclude a member from re-entering the plan within the twelve (12) month period provided, however, that in such case, no payments shall be made. In order to be eligible for the voluntary buy-out, an individual must provide proof that he/she possesses alternative individual or family coverage. Such proof shall be provided to the President of the Association and to the Superintendent of Schools.

**9.8.6. Welfare Fund:**

9.8.6.1. An agreement and a Declaration of Trust meeting all state and federal requirements shall be continued in full force and effect. The Fund shall provide adequate fiduciary safeguards.

9.8.6.2. The district shall make payments to the Fund semi-annually, one-half (50%) on October 1st and one-half (50%) on February 1st for the total amount.

2006-2007	\$1320
2007-2008	\$1370
2008-2009	\$1430
2009-2010	\$1500
2010-2011	\$1580
2011-2012	\$1670

9.8.6.3. Financial reports of the monies shall be made available to the District for periodic review. At intervals of no less than quarterly, the trustees shall forward to the Board copies of the Fund's financial report, pursuant to the Agreement and Declaration of Trust.

9.8.6.4. The monies shall be used solely to purchase or to provide insurance benefits to members of the bargaining unit. No Fund monies can be used by any member of the bargaining unit or by the Fund itself in any litigation against the Wallkill Central School District.

#### **9.8.6.5. Flexible Spending Plan**

A flexible spending plan shall be implemented provided administrative costs do not exceed the savings to the District.

#### **9.8.7. Employee Assistance Program**

The District and Association agree to the creation of an Employee Assistance Program. The selection of a program will be jointly decided.

### **ARTICLE X - REGULAR SALARIES**

#### **10.1. Notification:**

During the spring semester a teacher shall receive notification of the salary, including extra-duty pay, to be paid him/her the following year in accordance with the terms of the contract.

#### **10.2. Payment:**

10.2.1. Paychecks shall be released every other Friday, beginning with the second Friday in September.

10.2.2. In the event that a pay day occurs during a vacation period, teachers will be paid on the last business day before the start of vacation.



10.2.3. Teachers shall have the option of receiving their salaries in twenty six (26) paychecks. Selection must be made by the second Friday in September.

**10.3. Car Allowance:**

Teachers required to use their own cars in the performance of their duties shall be reimbursed at the current IRS rates. District vehicles will be used whenever possible.

**10.4. Salary Schedule:**

10.4.1.1. See attachment.

10.4.1.2. All employees hired on or after December 1, 1998 may receive 80% of the BA or MA Step 1 schedule in their first year of employment (but not less than \$30,000.00); 85% of the BA or MA Step 2 salary in their second year of employment; and 95% of the BA or MA Step 3 salary in their third year of employment. In the employee's fourth year of employment, the employee shall be placed on BA or MA Step 4 of the salary schedule.

10.4.1.3. Unit members on Step 19 of the Salary Schedule during the 2006-07 school year shall advance to Step 21, effective July 1, 2007; Step 22, effective July 1, 2008; Step 23, effective July 1, 2009; Step 24, effective July 1, 2010; and Step 25, effective July 1, 2011.

10.4.1.4. Unit members who teach less than full-time will be compensated on a pro-rated percentage basis by using five (5) teaching periods as a basis for being compensated (i.e., one class will be 20% of the salary step). Part-time teachers cannot exceed 95% of the salary step at any time.

**10.4.2. Co-Curricular Stipends**

A. See Appendix "D"

10.4.3. Coaches and other extra-curricular positions shall be paid on separate checks.

**10.4.4. Graduate Credits**

10.4.4.1. Annual salaries shall be increased at the stipulated rate for additional semester hours of study.

10.4.4.2. Courses must be from an accredited degree-granting institution on a graduate level in the field of education.

10.4.4.3. Graduate credits shall only be paid in block of three (3).

10.4.4.4. Graduate credits may be paid as a block of four (4) or five (5) credits in the case where a course completed is shown as a four or five credit-bearing course on a transcript.

10.4.4.5. Salary credit will not be granted for courses such as:

- A. Correspondence and T.V. courses.
- B. Courses in adult or continuing education.
- C. Courses leading to a new profession outside the field of education.
- D. Courses previously approved but for which a passing grade is not received.
- E. Courses which duplicate previously taken courses.

10.4.4.6. Graduate credit will be granted for salary purposes where the courses are in the field of education within the area a teacher is teaching or courses which lead to permanent certification requirements or courses which lead to a degree in the field of education. However, courses which lead to a degree or certification in administration shall not be credited for salary purposes.

10.4.4.7. Credits beyond MA+30 must be within the area a teacher is teaching or must have prior approval of the Superintendent.

10.5. **In-service Credits:**

One graduate credit for salary purposes will be granted for each thirty (30) clock hours of attendance

at approved workshops. It shall be the employee's responsibility to report the number of hours of attendance to the District upon completion of each in-service course. Should the number of clock hours for one course be less-than thirty, the employee may combine such hours with any subsequent course(s) to obtain the number of hours required for payment purposes.

**10.6. Travel Credits:**

Up to two (2) inservice credits per person may be granted for travel. Prior approval of the travel must be received from the Superintendent and credit will not be granted until approval of the written report is given by him/her.

**10.7. Graduate Credits, Inservice, and Travel Credits:**

Teachers shall receive \$117.00 for 2006-2007 for each approved graduate credit beyond the bachelor degree. In 2007-2008, such rate shall be increased to \$121.00. In 2008-2009, such rate shall be increased to \$125.00. In 2009-2010, such rate shall be increased to \$130.00. In 2010-2011, such rate shall be increased to \$135.00. In 2011-2012, such rate shall be increased to \$140.00. Claims must be made prior to September 25<sup>th</sup> for the first semester and prior to February 25<sup>th</sup> for the second semester.

#### **10.8. Undergraduate Credits:**

Credits may be granted for undergraduate courses upon prior approval of the Superintendent.

#### **10.9. Workers' Compensation:**

10.9.1. A teacher who suffers an injury in the course of employment shall be paid the difference between the amount of any award on a per diem basis made by the New York State Workers' Compensation Board and his/her per diem salary as computed at 1/200th of his/her annual salary.

10.9.2. Workers' Compensation. A teacher who suffers an injury as a result of discharging his/her professional responsibilities involving student matters shall not be charged for sick days against his/her sick day accrual if a workers' compensation claim is filed. This shall be limited to physical contact with students, intervening in altercations, student fights or injuries directly caused by students.

Subject to the limitations and restrictions of the parties' Sick Bank Procedures, the sick bank will not be charged for days used by a unit member involving student matters if a workers' compensation claim is filed. This shall be limited to physical contact with students, intervening in altercations, student fights or injuries directly caused by students.

**10.10. Special Schedule:**

10.10.1. Guidance: Guidance counselors shall be paid on a ratio of 1.1 times their appropriate salary step in the Teachers' Salary Schedule, to a maximum of seven thousand (\$7,000.00) dollars. Additionally the 3/28/89 Memorandum, which regulates guidance duties and responsibilities, as a basis for workload, shall be incorporated by reference into the contract.

10.10.2. Director of Physical Education: The Salary of the Director of Physical Education shall be \$3,341 for 2006-2007; \$3,458 for 2007-2008; \$3,582 for 2008-2009; \$3,715 for 2009-2010; \$3,856 for 2010-2011; \$4,006 for 2011-2012.

10.10.3. Director of Guidance: The District shall be free to create the position of Director of Guidance at the rate of \$12,000.00 per year for an eleven month guidance year for a Director of Guidance in addition to contract salary, or, in the alternative, the District shall be free to select a non unit member to perform the function of guidance work during the months of July and August when no bargaining unit member elects to accept the work.

10.10.4. Summer Employment: Any teacher required to work beyond the contractual school year will be paid at the rate of 1/200th of his/her annual salary per diem, with the exception of the Guidance Counselors who work a ten month year. However, under no circumstances shall Guidance Counselors work beyond June 30th.

10.10.5. District Coordinators: All District Coordinators will have no supervisory period starting in 1990-91.

10.10.5.1. District Reading Coordinator: \$3,357 for 2006-2007; \$3,474 for 2007-2008; \$3,599 for 2008-2009; \$3,732 for 2009-2010; \$3,874 for 2010-2011; \$4,025 for 2011-2012.

10.10.5.2. District Writing Coordinator: \$3,357 for 2006-2007; \$3,474 for 2007-2008; \$3,599 for 2008-2009; \$3,732 for 2009-2010; \$3,874 for 2010-2011; \$4,025 for 2011-2012.

10.10.5.3. District Math Coordinator: \$3,357 for 2006-2007; \$3,474 for 2007-2008; \$3,599 for 2008-2009; \$3,732 for 2009-2010; \$3,874 for 2010-2011; \$4,025 for 2011-2012.

10.10.5.4. District Science Coordinator: \$3,357 for 2006-2007; \$3,474 for 2007-2008; \$3,599 for 2008-2009; \$3,732 for 2009-2010; \$3,874 for 2010-2011; \$4,025 for 2011-2012.

10.10.5.5. District Music Coordinator: \$3,357 for 2006-2007; \$3,474 for 2007-2008; \$3,599 for 2008-2009; \$3,732 for 2009-2010; \$3,874 for 2010-2011; \$4,025 for 2011-2012.

10.10.5.6. District Art Coordinator: \$1,678 for 2006-2007; \$1,737 for 2007-2008; \$1,800 for 2008-2009; \$1,867 for 2009-2010; \$1,938 for 2010-2011; \$2,014 for 2011-2012.

10.10.6. Elementary Science Coordinator:  
\$1,678 for 2006-2007; \$1,737 for 2007-2008; \$1,800  
for 2008-2009; \$1,867 for 2009-2010; \$1,938 for  
2010-2011; \$2,014 for 2011-2012.

10.10.7. Elementary Reading LabCoordinator:  
\$1,678 for 2006-2007; \$1,737 for 2007-2008; \$1,800  
for 2008-2009; \$1,867 for 2009-2010; \$1,938 for  
2010-2011; \$2,014 for 2011-2012.

**10.11. Licensed Speech and Language Teachers:**

Licensed speech and language teachers will be  
paid three hundred dollars (\$300) per year which is  
contingent upon the continuation of Medicaid  
reimbursement and licensing.

**10.12. District Extra-Curricular and  
Co-Curricular Activities:**

No teacher shall be required to conduct an extra-  
curricular or co-curricular activity.

**10.13. Extra-Curricular Pay:**

See Appendix "E" for the extra-curricular  
schedule.



## **ARTICLE XI - TERMINATION PAY**

### **11.1. Termination Pay:**

A teacher who notifies the District, in writing, by the conclusion of the first semester of school of their intent to retire shall be compensated for all accumulated sick leave at the rate of Sixty-Five Dollars (\$65.00) dollars per day for the 2006-2007 school year. For the school year 2007-2008, this amount shall be increased to Sixty-Seven Dollars (\$67.00) per day; for the school year 2008-2009, the amount shall be increased to Sixty-Nine Dollars (\$69.00) per day; for the school year 2009-2010, the amount shall be increased to Seventy-Two (\$72.00) per day; for the school year 2010-2011, the amount shall be increased to Seventy-Five Dollars (\$75.00) per day; and for the school year 2011-2012, the amount shall be increased to Seventy-Eight Dollars (\$78.00) per day.

11.1.1 The Employer shall deposit the contribution into the employees 403B Account (Oldham Resource Group or ING) no later than July 15<sup>th</sup> following the employee's severance date.

11.1.2 All other terms and conditions will be followed as per the 403B Memorandum of Agreement.

## **ARTICLE XII - MISCELLANEOUS**

12.1. Before the Board adopts a change in policy which affects wages, hours or any other term and condition of employment which is not covered by the terms of this agreement, which had not been proposed by the Association and which had not been the subject of negotiations in preparation of this agreement, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board.

12.2. Any individual arrangement, agreement or contract between the Board and an individual shall be subject to and consistent with the terms and conditions of this agreement.

12.3. This agreement shall supersede any rules, regulations or practices of the District relating to terms and conditions of employment and the administration of grievances which shall be contrary to or inconsistent with its terms.

12.4. If any provision of this agreement or any application of the agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.

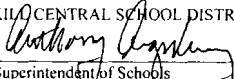
12.5. Copies of this agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board.

12.6. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

12.7. This agreement shall be effective as of July 1, 2006 and shall remain in effect until June 30, 2012.

WALLKILL CENTRAL SCHOOL DISTRICT

By:

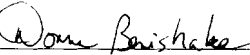
  
Superintendent of Schools

Date:

2/7/07

WALLKILL TEACHERS' ASSOCIATION

By:



Date:

2/7/07

## BACHELORS SCHEDULE 2006-2012

STEP	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
1	\$47,676	\$49,345	\$51,121	\$53,012	\$55,026	\$57,172
2	\$49,030	\$50,746	\$52,573	\$54,518	\$56,590	\$58,797
3	\$50,394	\$52,158	\$54,036	\$56,035	\$58,164	\$60,432
4	\$51,758	\$53,570	\$55,499	\$57,552	\$59,739	\$62,069
5	\$53,347	\$55,214	\$57,202	\$59,318	\$61,572	\$63,973
6	\$54,938	\$56,859	\$58,906	\$61,086	\$63,407	\$65,880
7	\$56,518	\$58,496	\$60,602	\$62,844	\$65,232	\$67,776
8	\$58,103	\$60,137	\$62,302	\$64,607	\$67,062	\$69,677
9	\$59,691	\$61,780	\$64,004	\$66,372	\$68,894	\$71,581
10	\$61,507	\$63,660	\$65,952	\$68,392	\$70,991	\$73,760
11	\$63,316	\$65,532	\$67,891	\$70,403	\$73,078	\$75,928
12	\$65,136	\$67,416	\$69,843	\$72,427	\$75,179	\$78,111
13	\$66,175	\$68,491	\$70,957	\$73,582	\$76,378	\$79,357
14	\$67,216	\$69,569	\$72,073	\$74,740	\$77,580	\$80,606
15	\$69,294	\$71,719	\$74,301	\$77,050	\$79,978	\$83,097
16	\$73,405	\$75,974	\$78,709	\$81,621	\$84,723	\$88,027
18	\$77,518	\$80,231	\$83,119	\$86,194	\$89,469	\$92,958
20	\$85,088	\$88,088	\$88,151	\$91,413	\$94,887	\$98,588
21		\$88,516	\$91,703	\$95,096	\$98,710	\$102,560
22			\$92,253	\$95,666	\$99,301	\$103,174
23				\$96,316	\$99,976	\$103,875
24					\$100,726	\$104,654
25						\$105,504
1NBA	\$38,140	\$39,475	\$40,896	\$42,409	\$44,021	\$45,738
2NBA	\$41,676	\$43,135	\$44,688	\$46,341	\$48,102	\$49,978
3NBA	\$47,876	\$49,552	\$51,336	\$53,235	\$55,258	\$57,413

\*May apply to new hires

CREDIT	\$117	\$121	\$125	\$130	\$135	\$140
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## MASTERS SCHEDULE 2006-2012

STEP	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12
1	\$52,035	\$53,856	\$55,795	\$57,859	\$60,058	\$62,400
2	\$53,388	\$55,257	\$57,246	\$59,384	\$61,820	\$64,023
3	\$54,753	\$56,669	\$58,709	\$60,861	\$63,194	\$65,659
4	\$56,116	\$58,080	\$60,171	\$62,397	\$64,768	\$67,294
5	\$57,704	\$59,724	\$61,874	\$64,163	\$66,801	\$69,198
6	\$59,294	\$61,369	\$63,578	\$65,930	\$68,435	\$71,104
7	\$60,874	\$63,005	\$65,273	\$67,688	\$70,260	\$73,000
8	\$62,461	\$64,647	\$66,974	\$69,452	\$72,091	\$74,903
9	\$64,050	\$66,292	\$68,679	\$71,220	\$73,928	\$76,809
10	\$65,865	\$68,170	\$70,624	\$73,237	\$76,020	\$78,985
11	\$67,674	\$70,043	\$72,565	\$75,250	\$78,110	\$81,156
12	\$69,494	\$71,928	\$74,515	\$77,272	\$80,208	\$83,336
13	\$70,533	\$73,002	\$75,630	\$78,428	\$81,408	\$84,583
14	\$71,574	\$74,079	\$76,746	\$79,586	\$82,610	\$85,832
15	\$73,652	\$76,230	\$78,974	\$81,896	\$85,008	\$88,323
16	\$77,784	\$80,486	\$83,383	\$86,468	\$89,754	\$93,254
18	\$81,877	\$84,743	\$87,794	\$91,042	\$94,502	\$98,188
20	\$89,446	\$92,666	\$96,095	\$99,747	\$103,837	\$107,837
21		\$93,027	\$96,378	\$99,942	\$103,740	\$107,786
22			\$96,928	\$100,512	\$104,331	\$108,400
23				\$101,162	\$105,006	\$109,101
24					\$105,756	\$109,880
25						\$110,730
*1NMA	\$41,628	\$43,085	\$44,636	\$46,288	\$48,047	\$49,921
*2NMA	\$45,379	\$46,967	\$48,658	\$50,458	\$52,375	\$54,418
*3NMA	\$52,013	\$53,833	\$55,771	\$57,835	\$60,033	\$62,374

\*May apply to new hires

CREDIT	\$117	\$121	\$125	\$130	\$135	\$140
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## **APPENDIX “A”**

### **REQUIRED COMPONENTS OF THE MENTOR/MENTEE PROGRAM**

1. Philosophy and Rationale
2. Role of the Mentor/Mentee Coordinator
3. Criteria Based Selection and Matching of Mentors to Mentee and Tenured Teachers in Need of Improvement
4. Mentor and Intern Requirements and Responsibilities
5. Services for and from Building Level Administrators
6. Mentor Pool
7. Funding and Staffing

## **APPENDIX “B”**

### **Procedures Used for Annual Professional Performance Review**

1. All professional staff will be reviewed annually.
2. The Criteria used for professional staff appears on the Annual Professional Performance Review forms for each of the following:
  - Dean of Students / Intervention Specialists
  - Teacher
  - Guidance
  - ISS Supervisors
  - Psychologists
3. Building administrators and/or Directors will complete the appraisal.
4. The Annual Professional Performance Review forms will be in all District Teacher Handbooks. The documents will be reviewed at the opening faculty meeting in September of each year.
5. Written communications from or to the person being reviewed and the reviewing administrator may be used or referred to in the annual review.
6. The Annual Reviews will be placed in the individual's personnel folder.
7. If Annual Professional Performance Review rating is either “In progress” or “Improvement



Plan” a conference must be held with administrator/director no later than the last day of student attendance.

8. The Improvement Plan will represent a mutual agreement between the administrator, the teacher, and Vice-President of member services based upon ongoing collaborative dialogue.

## APPENDIX "C"

NAME	Date(s) of Absence
_____ Personal Illness	_____ Family Illness
_____ Religious Observance	_____ Bereavement
_____ Jury Duty	_____ Conference
_____ Field Trip	_____ Personal Business
_____ Signature	_____ Date

APPENDIX "D"  
CO-CURRICULAR SCHEDULE

	Category Position	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
		\$3,379 + \$60 per year of experience	\$3,497 + \$60 per year of experience	\$3,623 + \$60 per year of experience	\$3,757 + \$60 per year of experience	\$3,900 + \$60 per year of experience	\$4,052 + \$60 per year of experience
8	I High School Band						
	II High School Yearbook, Yearbook Financial Advisor @ 50% Middle School Yearbook (1/2 amount of High School position) High School Choral Director	\$2,704 + \$60 per year of experience	\$2,799 + \$60 per year of experience	\$2,900 + \$60 per year of experience	\$3,007 + \$60 per year of experience	\$3,121 + \$60 per year of experience	\$3,243 + \$60 per year of experience
	III Student Government Advisor Senior Class Advisor	\$2,199 + \$50 per year of experience	\$2,276 + \$50 per year of experience	\$2,358 + \$50 per year of experience	\$2,445 + \$50 per year of experience	\$2,538 + \$50 per year of experience	\$2,637 + \$50 per year of experience
	IV Drama Junior Class Advisor School Paper Advisor School Paper Printer Middle School Drama (1/2 the amount of High School position)	\$1,773 + \$50 per year of experience	\$1,835 + \$50 per year of experience	\$1,901 + \$50 per year of experience	\$1,971 + \$50 per year of experience	\$2,046 + \$50 per year of experience	\$2,126 + \$50 per year of experience

<u>Category Position</u>		<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
V	Winter Intramurals	\$1,011 + \$40	\$1,046 + \$40	\$1,084 + \$40	\$1,124 + \$40	\$1,167 + \$40	\$1,213 + \$40
	Literary Magazine Advisor	per year of	per year of	per year of	per year of	per year of	per year of
	Elem. & Middle School Band	experience	experience	experience	experience	experience	experience
	Sophomore Class Advisor						
	Freshman Class Advisor						
	Middle School Student						
	Government Advisor						
	Multi Flava/Synthesis						
	High School National Honor						
	Society Advisor						
	High School Expanded Horizons						
	Middle School Math Team Advisor						
	TAG Enrichment Liaison						
VI	Spring & Fall Intramurals	\$759 + \$40	\$786 + \$40	\$814 + \$40	\$844 + \$40	\$876 + \$40	\$910 + \$40
	Scholastic Bowl	per year of	per year of	per year of	per year of	per year of	per year of
	Junior National Honor Society	experience	experience	experience	experience	experience	experience

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A. Steps will be paid up to 12.

APPENDIX "E"  
EXTRA-CURRICULAR SCHEDULE

68

	<u>Category/Position</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
I	Varsity Football Varsity Basketball	\$4,254 + \$60 per year of experience	\$4,403 + \$60 per year of experience	\$4,562 + \$60 per year of experience	\$4,731 + \$60 per year of experience	\$4,911 + \$60 per year of experience	\$5,103 + \$60 per year of experience
II	Varsity Wrestling Varsity Soccer	\$3,699 + \$60 per year of experience	\$3,828 + \$60 per year of experience	\$3,966 + \$60 per year of experience	\$4,113 + \$60 per year of experience	\$4,269 + \$60 per year of experience	\$4,435 + \$60 per year of experience
III	Varsity Baseball Varsity Asst. Basketball Varsity Asst. Football Varsity Softball Varsity Track Varsity Gymnastics Varsity Nordic Ski Varsity Volleyball Varsity Lacrosse	\$3,026 + \$50 per year of experience	\$3,132 + \$50 per year of experience	\$3,245 + \$50 per year of experience	\$3,365 + \$50 per year of experience	\$3,493 + \$50 per year of experience	\$3,629 + \$50 per year of experience
IV	Football Head 8th Grade Varsity Asst. Wrestling Varsity Asst. Baseball	\$2,445 + \$50 per year of experience	\$2,531 + \$50 per year of experience	\$2,622 + \$50 per year of experience	\$2,719 + \$50 per year of experience	\$2,822 + \$50 per year of experience	\$2,932 + \$50 per year of experience

V	Varsity Asst. Softball					
	Varsity Asst. Soccer					
	Varsity Asst. Track					
	Cross Country - Varsity (combined boys & girls)					
	Boys' Tennis - Varsity					
	Girls' Tennis - Varsity					
	Varsity Asst. Gymnastics					
	Varsity Asst. Volleyball					
V	Modified	\$1,931 + \$40	\$1,999 + \$40	\$2,071 + \$40	\$2,148 + \$40	\$2,230 + \$40
	A. Basketball	per year of experience	per year of experience	per year of experience	per year of experience	per year of experience
	B. Wrestling					\$2,317 + \$40
						per year of experience
VI	Modified					
	C. Soccer					
	D. Softball	\$1,615 + \$40	\$1,672 + \$40	\$1,732 + \$40	\$1,796 + \$40	\$1,864 + \$40
	E. Track	per year of experience	per year of experience	per year of experience	per year of experience	per year of experience
	F. Asst. Football					
	G. Cheerleading (JV & Varsity) per season					
	H. Cheerleading, Middle School (1/2 the amount of High School position)					
	I. Cross Country					
	J. Volleyball					
	K. Baseball					
	A. Steps will be paid up to 12.					

